

UK-London: telecommunications services

2009/S 121-176677

CONTRACT NOTICE

Services

SECTION I: CONTRACTING AUTHORITY

I.1) NAME, ADDRESSES AND CONTACT POINT(S):

Foreign & Commonwealth Office, King Charles Street, Contact: CPG, UK-London SW1A 2AH . Tel. +44 2070080931. E-mail: cpg.tenders@fco.gov.uk. Fax +44 2070083424.

Internet address(es):

General address of the contracting authority: www.fco.gov.uk.

Further information can be obtained at: Attn: Echo Project, IT Directorate. E-mail:

echo.suppliercomms@fco.gov.uk.

Specifications and additional documents (including documents for competitive dialogue and a dynamic purchasing system) can be obtained at: Attn: Echo Project, IT Directorate. E-mail:

echo.suppliercomms@fco.gov.uk.

Tenders or requests to participate must be sent to: As in above-mentioned contact point(s).

I.2) TYPE OF THE CONTRACTING AUTHORITY AND MAIN ACTIVITY OR ACTIVITIES:

Ministry or any other national or federal authority, including their regional or local sub-divisions.

General public services.

The contracting authority is purchasing on behalf of other contracting authorities: yes.

SECTION II: OBJECT OF THE CONTRACT

II.1) DESCRIPTION

II.1.1) Title attributed to the contract by the contracting authority:

UK-CPG01411: UK - London -Foreign and Commonwealth Office Telecommunications network framework agreement.

II.1.2) Type of contract and location of works, place of delivery or of performance:

Services.

Service category: No 5.

Main place of performance: United Kingdom.

II.1.3) The notice involves:

The establishment of a framework agreement.

II.1.4) Information on framework agreement:

Framework agreement with a single operator.

Duration of the framework agreement: Duration in year(s): 6.

Justification for a framework agreement, the duration of which exceeds four years: The 6 year term of the Framework Agreement is intended to replace a number of contracts for communications services to the entirety of the UK's overseas estate (with some limited requirements in the UK). Whilst the contracting authority intends to let a call-off contract for its own requirements shortly after the award of the framework itself, there are a number of other UK authorities with substantial overseas estates which it is intended will be able to use the framework. It is considered desirable for reasons of value for money and security and to improve coordination

between UK bodies based overseas for the UK overseas estate to migrate progressively to a single supplier of communications services. The contracts held by those other authorities will have a variety of different expiry dates and may not terminate or be terminable for a number of years. A 6-year term is in the contracting authority's view justified on the basis that it will ensure that those other authorities are realistically able to benefit from the framework and that it will be able to reduce the likelihood that call-off contracts awarded towards the end of the framework will significantly exceed the duration of the framework itself.

Estimated total value of purchases for the entire duration of the framework agreement:

Estimated value excluding VAT:

Range: between 120 000 000 and 500 000 000 GBP.

II.1.5) Short description of the contract or purchase(s):

The contracting authority intends to award a Framework Agreement for Information and Telecommunications services including the replacement of the current Foreign and Commonwealth Office Telecommunications Network (FTN) contract and a number of related, primarily overseas, communications contracts and services. The contracting authority intends to make the Framework Agreement available for use by or on behalf of other UK public sector bodies and their statutory successors and organisations created as a result of re-organisation or organisational changes. These will include in particular bodies with premises and staff based overseas including UK Borders Agency, Department For International Development and The British Council but also other Central Government Departments and their Agencies, the BBC and Non Departmental Public Bodies (NDPBs). Whilst the Framework Agreement will be available for use by the other government bodies mentioned above at any time during its life, the contracting authority intends to let a call-off contract under the Framework Agreement to cover the successor to the FTN shortly after the award of the Framework Agreement itself. It is anticipated that this initial call-off will be for an expected maximum duration of 7 years with options to extend for up to a total of 3 further years. The expected duration of any other call-offs is not known at this stage although the probable intention is for the duration of call-offs placed to reduce as the framework progresses. The information provided in sections II.2 and II.3 of this Notice relates only to this initial call-off by the contracting authority. The information provided in section II.3 does not include the potential extensions. Other call-offs (whether let by the contracting authority or any other authorities) may differ and accordingly the total level of business under the Framework may well exceed the estimated value of the purchase under the Framework Agreement set out in section II.1.4.

The duration specified in Section II.1.4 is for the placing of orders (the Framework Agreement may continue to be in force after this period to the extent necessary for the ongoing performance of any order that has been placed before the expiry of the Framework Agreement but it will not be possible to place further orders under it). It is anticipated that the services will need to take into account the benefits of the widespread transition in the telecoms sectors to Next Generation IP-based Networks (NGNs). The contracting authority is aware, however, that NGNs can bring various issues and risks that must be appropriately addressed. This will be addressed during future stages of the tender process.

The sustainability of services offered under the framework will contribute to customers' achievement of their targets under the Sustainability of the Government Estate initiative. As such, sustainability will be a common theme throughout the lifetime of the framework and the call-off contracts awarded under it.

The services to be made available under the Framework Agreement will include:

- (1) Application services;
- (2) Network services; and
- (3) Lifecycle services

These will:

Include being delivered globally;

Include operation and management of legacy services and cover a range of UK Government security impact levels up to and including Confidential.

Please note that a reference to 'global' capabilities includes the UK.

The anticipated services include but are not limited to:

Application Services.

The provision of a range of voice and other application services on a global basis, which are anticipated to include, but are not limited to:

Voice: Services that have real-time and non-real time voice-based communication as their primary communication medium;

Video: Services that have video-based communication as their primary communication medium;

Instant Messaging: Services that have real time text/page-based communication as their primary communication medium;

Mail: Services that have non-real time text/page-based communication as their primary communication medium;

Unified Communications: Services that integrate multiple communication mediums and/or which enrich them through cross-cutting functions, including but not limited to directory services;

Data Transfer: Service to transfer information between organisations;

Collaborative Working and Knowledge Sharing: Services that enable groups of people to work together, including to access knowledge, organise activity and support content generation;

Training: Services that enable administration and delivery of virtual training;

Hosting: Services that provide a:

Physical or virtual location for, or provision of, applications, data and/or infrastructure; and/or.

Contact centre or equivalent;

Rapid Deployment: Services that enable a customer team to communicate from anywhere globally at very short notice; and.

Any other application services including those required for any part of the service lifecycle.

Network Services.

The provision of network connectivity and other network services on a global basis and separated as required from other Echo and non-Echo services, which is anticipated to include, but is not limited to:

Managed Network: Services to transport data from any end point to any other end point;

LAN: Services to provide and/or support the operation of customer LANs.

Internet Access: Managed gateway(s) and connectivity to the Internet;

PSTN Access: Managed gateway(s) and connectivity to the PSTN;

Network Access: Managed gateway(s) and connectivity to other networks ;

Remote Access: Managed access for connecting via non-Echo networks;

Any other network and network related services including those required for any part of the service lifecycle and as they evolve in response to evolution in technology.

Lifecycle services.

The provision of lifecycle services on a global basis. Aspects of the service lifecycle covered include, but are not limited to:

Service Portfolio Evolution:

Develop and maintain the Echo service roadmap;

Proactively develop innovative solutions within the Echo scope;

Ensure compatibility with legacy technologies;

Technology refresh and continuous improvement;

Transition and management of legacy systems; and.

Provide related consultancy;
Project Management: Services to manage the sourcing and delivery of other lifecycle services;
Design, Development and Testing: Services to provide and execute the Design, Development and Testing Strategy for each Echo service, including achievement of security accreditation and provision of testing environments;
Implementation: Services that implement a new Echo service that has completed testing;
Training: Services to provide and execute the Training Strategy for each Echo service, including service-driven business change training and provision of training environments;
Enterprise Integration: Services to integrate an Echo service with any combination of Echo and non-Echo Services;
Operational Integration: Services to integrate an Echo service with the Customers' own end-to-end service management processes, tools and other service providers;
Exit: Services that are required to execute the termination or expiry of a service in whole or in part;
Security: Services to ensure an appropriately secure environment is delivered at every stage of an Echo service's lifecycle;
Service Management: Services that provide for the proactive operational management of all other live Echo Services and related services. Service Management will conform to the key principles of ITIL Service Management;
Sustainability: Services that contribute towards the Sustainability of the Government Estate targets;
Disaster Recovery: Services required to prepare for and achieve recovery or continuation of critical customer services after a natural or human-induced disaster;
Logistics: Services for the transport of equipment and supplies to UK and overseas locations;
Moves, adds, deletion and changes: Services for the operational change management of live Network and Application services to reflect normal business variation; and.
Management Information and Billing: Services for the delivery of accurate, timely and relevant Management Information and billing.
For all the above services the provision of any related infrastructure, assets and resources.
Further details on the services and capabilities required will be provided in the Supplier Prospectus and Pre-Qualification Questionnaire (see VI.3).

All the services are required to align/support current and future government standards. This may include the development and compliance with the PSN. For further information on the PSN, please refer to: http://www.cabinetoffice.gov.uk/cio/public_sector_network.aspx.

II.1.6) **Common procurement vocabulary (CPV):**

64200000, 72224000, 32421000, 72315100, 32422000, 72226000, 72250000, 72315000, 72318000, 32551500, 32344110, 32412000, 72223000, 72225000, 32418000, 32552100, 32221000, 72318000, 32000000, 45232332, 45314000, 45314310, 32561000, 32581100, 64216200, 64227000, 32571000, 32573000, 32580000, 64216120, 32572000, 50333000, 50334100, 50334110, 64214400, 45314200, 32560000, 32584000, 32427000, 32413100, 50312320, 50332000, 32233000, 32413000, 32416000, 32424000, 32510000, 32520000, 32550000, 32551000, 32530000, 50312310, 50331000, 50334400, 32400000, 72320000, 32524000, 32412120, 72251000, 72320000, 32551400, 32552000, 32425000, 32415000, 32344260, 64214100, 72315200, 45314300, 50312300, 64200000, 64210000, 64211000, 32230000, 32342440, 32342450, 64220000, 64222000, 32570000, 32531000, 64224000, 32420000, 32572000, 32232000, 64214000, 64216100, 32416100, 32412100, 64213000, 32428000, 45312300, 32429000, 50315000, 32523000, 64216110, 72222000, 32423000, 32522000, 50330000, 31350000,

32344250, 32410000, 32412110, 32500000, 32430000, 32551100, 32582000, 32581000, 32417000, 32551300, 64216000, 50300000.

II.1.7) **Contract covered by the Government Procurement Agreement (GPA):**

Yes.

II.1.8) **Division into lots:**

No.

II.1.9) **Variants will be accepted:**

Yes.

II.2) **QUANTITY OR SCOPE OF THE CONTRACT**

II.2.1) **Total quantity or scope:**

II.2.2) **Options:**

II.3) **DURATION OF THE CONTRACT OR TIME-LIMIT FOR COMPLETION:**

Duration in months: 84 (from the award of the contract).

SECTION III: LEGAL, ECONOMIC, FINANCIAL AND TECHNICAL INFORMATION

III.1) **CONDITIONS RELATING TO THE CONTRACT**

III.1.1) **Deposits and guarantees required:**

A parent company guarantee and/or performance bond may be required as a condition of entering into the Framework Agreement.

III.1.2) **Main financing conditions and payment arrangements and/or reference to the relevant provisions regulating them:**

Conditions relating to financing and payment will be specified in the tender documentation.

III.1.3) **Legal form to be taken by the group of economic operators to whom the contract is to be awarded:**

If the Framework Agreement is awarded to a grouping of economic operators, the contracting authority will require one member of the grouping to accept prime contractor responsibility for the other members or may require the grouping to form a legal entity (with appropriate financial guarantees from its parent companies) before entering into the Framework Agreement.

III.1.4) **Other particular conditions to which the performance of the contract is subject:**

Yes.

Specific conditions will be set out in the Pre-Qualification Questionnaire or tender documentation including the contract.

III.2) **CONDITIONS FOR PARTICIPATION**

III.2.1) **Personal situation of economic operators, including requirements relating to enrolment on professional or trade registers:**

Information and formalities necessary for evaluating if requirements are met: Applicants will be required to confirm that none of the circumstances mentioned in Regulation 23 of the UK Public Contracts Regulations 2006 and Article 45 of the Directive 2004/18/EC affect them. Further details will be set out in the Pre Qualification Questionnaire.

III.2.2) **Economic and financial capacity:**

Information and formalities necessary for evaluating if requirements are met: These will be set out in the Pre-Qualification Questionnaire.

Minimum level(s) of standards possibly required: Any applicable minimum standards will be set out in the Pre-Qualification Questionnaire.

III.2.3) **Technical capacity:**

Information and formalities necessary for evaluating if requirements are met:

These will be set out in the Pre-Qualification Questionnaire.

Any applicable minimum standards will be set out in the Pre-Qualification Questionnaire.

Minimum level(s) of standards possibly required:

Any applicable minimum standards will be set out in the Pre-Qualification Questionnaire.

III.2.4) **Reserved contracts:**

No.

III.3) **CONDITIONS SPECIFIC TO SERVICES CONTRACTS**

III.3.1) **Execution of the service is reserved to a particular profession:**

No.

III.3.2) **Legal entities should indicate the names and professional qualifications of the staff responsible for the execution of the service:**

SECTION IV: PROCEDURE

IV.1) **TYPE OF PROCEDURE**

IV.1.1) **Type of procedure:**

Competitive dialogue.

IV.1.2) **Limitations on the number of operators who will be invited to tender or to participate:**

Envisaged minimum number: 3. Maximum number: 4

Objective criteria for choosing the limited number of candidates: Candidates will be selected to participate in dialogue upon the basis of (a) their economic and financial standing, and (b) their technical or professional ability. Further details will be set out in the Pre-Qualification Questionnaire (PQQ).

IV.1.3) **Reduction of the number of operators during the negotiation or dialogue:**

Recourse to staged procedure to gradually reduce the number of solutions to be discussed or tenders to be negotiated yes.

IV.2) **AWARD CRITERIA**

IV.2.1) **Award criteria:**

The most economically advantageous tender in terms of the criteria stated in the specifications, in the invitation to tender or to negotiate or in the descriptive document.

IV.2.2) **An electronic auction will be used:**

No.

IV.3) **ADMINISTRATIVE INFORMATION**

IV.3.1) **File reference number attributed by the contracting authority:**

IV.3.2) **Previous publication(s) concerning the same contract:**

No.

IV.3.3) **Conditions for obtaining specifications and additional documents or descriptive document:**

Time limit for receipt of requests for documents or for accessing documents: 3.8.2009 - 10:00.

Payable documents: no.

IV.3.4) **Time-limit for receipt of tenders or requests to participate:**

10.8.2009 - 10:00.

IV.3.5) **Date of dispatch of invitations to tender or to participate to selected candidates:**

IV.3.6) **Language(s) in which tenders or requests to participate may be drawn up:**

English.

IV.3.7) **Minimum time frame during which the tenderer must maintain the tender:**

IV.3.8) **Conditions for opening tenders:**

SECTION VI: COMPLEMENTARY INFORMATION

VI.1) **THIS IS A RECURRENT PROCUREMENT:**

No.

VI.2) **CONTRACT RELATED TO A PROJECT AND/OR PROGRAMME FINANCED BY EU FUNDS:**

No.

VI.3) **ADDITIONAL INFORMATION:**

The Contracting Authority may use an eTendering system for elements in this procurement exercise.

It is anticipated that a PQQ and Supplier Prospectus will be issued to interested parties between 1 and 4 weeks following publication of this Notice. It is intended that a supplier briefing will be held in early July, covering how to respond to the PQQ and Supplier Prospectus, for those suppliers who have expressed interest in tendering. Customers receiving services through the Framework Agreement are subject to UK Government security requirements. During the competitive dialogue phase of the procurement and for the delivery of services, some bidders' and/or contractors' staff may be required to hold a security clearance recognised by the UK Government. This may be required for access to certain due diligence information, classified material, and to certain sites. Further information will be provided in the Supplier Prospectus to be issued with the Pre-Qualification Questionnaire. The contracting authority will offer reasonable assistance to bidders in obtaining security clearances.

Please note that a reference to 'global' capabilities includes the UK.

Small and medium sized economic operators are encouraged to bid for this opportunity through groupings (consortia) of economic operators.

Where an economic operator is currently providing services to the Overseas Community (directly or indirectly) they may be required to sign an ethical walls agreement.

The contracting authority reserves the right to withdraw or discontinue this procurement and, to the extent permissible by law, to make changes to the scope or procedure of this procurement. Without prejudice to the rights of any economic operator under regulation 47 of the Public Contracts Regulations 2006, the contracting authority shall not be liable for any costs, expenses or liabilities incurred by any economic operator directly or indirectly as a result of such withdrawal, discontinuance or change.

GO reference: GO 09062511/01.

I.1): Further information can be obtained at: Echo Project, IT Directorate. Remaining Fields as per 1.1.

Specifications and additional documents can be obtained at: Echo Project, IT Directorate. Remaining Fields as per 1.1.

VI.4) **PROCEDURES FOR APPEAL**

VI.4.1) **Body responsible for appeal procedures:**

This procurement is subject to review by the High Court of England and Wales.

VI.4.2) **Lodging of appeals:**

Precise information on deadline(s) for lodging appeals: The contracting authority will incorporate a minimum 10 calendar day standstill period at the point information on the award of the contract is communicated to tenderers. This period allows unsuccessful tenderers to seek further debriefing from the contracting authority before the Framework Agreement is entered into. Applicants have two working days from the notification of the award decision to request additional debriefing and that information has to be provided a minimum of three

working days before the expiry of the standstill period. Such additional information should be requested from the address in section 1.1.

If an appeal regarding the award of a contract has not been successfully resolved, the Public Contracts Regulations 2006 provide for aggrieved parties who have been harmed or are at risk of harm by a breach of the rules to take action in the High Court (England, Wales and Northern Ireland). Any such action must be brought promptly (generally within three months). Where a contract has not been entered into, the Court may order the setting aside of the award decision or order the contracting authority to amend any document and may award damages. If the contract has been entered into the Court may only award damages.

VI.4.3) **Service from which information about the lodging of appeals may be obtained:**

VI.5) **DATE OF DISPATCH OF THIS NOTICE:**
25.6.2009.